

CATHERINE A. CONWAY, SBN 98366  
cconway@gibsondunn.com  
JESSE A. CRIPPS, SBN 222285  
jcripps@gibsondunn.com  
GIBSON, DUNN & CRUTCHER LLP  
333 South Grand Avenue  
Los Angeles, CA 90071-3197  
Telephone: 213.229.7000  
Facsimile: 213.229.7520

RACHEL S. BRASS, SBN 219301  
rbrass@gibsondunn.com  
SARAH ZENEWICZ, SBN 258068  
szenewicz@gibsondunn.com  
GIBSON, DUNN & CRUTCHER LLP  
555 Mission Street, Suite 3000  
San Francisco, CA 94105-0921  
Telephone: 415.393.8200  
Facsimile: 415.393.8306

Attorneys for Defendants  
TPG CAPITAL, L.P.

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA

ERICA SHANKLE on behalf of herself and all  
others similarly situated,

Plaintiffs,

v.

TPG CAPITAL, L.P., and DOES 1 through 50,  
inclusive,

Defendants.

CASE NO. 12-C-06181 CRB

**JOINT STIPULATION VOLUNTARILY  
DISMISSING PLAINTIFF'S CLAIMS WITH  
PREJUDICE AND TERMINATING ACTION**

TO THE HONORABLE CHARLES R. BREYER AND THE CLERK OF COURT, PLEASE  
TAKE NOTICE THAT the parties to the above-referenced action hereby stipulate and agree as  
follows:

Plaintiff Erica Shankle and Defendant TPG Capital, L.P. have reached a confidential  
agreement to settle all of Plaintiff's claims in the instant lawsuit with prejudice and to terminate all  
proceedings in this action. Therefore, Plaintiff and Defendant TPG Capital, L.P. hereby stipulate and  
agree that Plaintiff Erica Shankle's claims in the above-captioned lawsuit shall be and hereby are

1 dismissed with prejudice and that the above-captioned action be terminated in its entirety pursuant to  
2 Federal Rule of Civil Procedure 41(a)(1)(A)(ii),<sup>1</sup> with each side to bear its own costs, expenses, and  
3 attorneys' fees.

4  
5 Dated: March 6, 2013

6 PLAINTIFF ERICA SHANKLE

7  
8 By: /s/ Erica Shankle  
9 Plaintiff Erica Shankle,  
10 an individual on her own behalf

11 Dated: March 6, 2013

12 CATHERINE A. CONWAY  
13 RACHEL S. BRASS  
14 JESSE A. CRIPPS  
15 SARAH ZENEWICZ  
16 GIBSON, DUNN & CRUTCHER LLP

17 By: /s/ Jesse A. Cripps  
18 Jesse A. Cripps

19 Attorneys for Defendant  
20 TPG CAPITAL, L.P.

21  
22  
23 <sup>1</sup> In the instant case where no class is certified, voluntary dismissal by joint stipulation of the  
24 parties is proper. Fed. R. Civ. P. 41(a)(1)(A). No court approval is required: "Rule 23(e)(1)(A)  
25 resolves the ambiguity in former Rule 23(e)'s reference to dismissal or compromise of 'a class  
26 action.' That language could be—and at times was—read to require court approval of settlements  
27 with putative class representatives that resolved only individual claims. *See* Manual for Complex  
28 Litigation Third, § 30.41. The new rule requires approval only if the claims, issues, or defenses  
of a *certified class* are resolved by a settlement, voluntary dismissal, or compromise." Fed. R.  
Civ. P. 23(e)(1)(A) advisory committee's note (emphasis added).

**DECLARATION OF FILER PURSUANT TO CIVIL LOCAL RULE 5-1(i)**

I attest that concurrence in the filing of this stipulation has been obtained from each of the other Signatories to this filing, as that term is defined in Civil Local Rule 5-1(i).

Dated: March 6, 2013

CATHERINE A. CONWAY  
RACHEL S. BRASS  
JESSE A. CRIPPS  
SARAH ZENEWICZ  
GIBSON, DUNN & CRUTCHER LLP

By:                     /s/ Jesse A. Cripps                      
Jesse A. Cripps

Attorneys for Defendant  
TPG CAPITAL, L.P.

101464929.4

**CERTIFICATE OF SERVICE**

I, Lucy C. Ragnelli, declare as follows:

I am employed in the County of San Francisco, State of California, I am over the age of eighteen years and am not a party to this action; my business address is 555 Mission Street, Suite 3000, San Francisco, CA 94105-0921, in said County and State. On March 6, 2013, I served the following document(s):

**JOINT STIPULATION VOLUNTARILY DISMISSING PLAINTIFF'S CLAIMS WITH PREJUDICE AND TERMINATING ACTION**

on the parties stated below, by the following means of service:

Erica Shankle  
1551 Gilboa Drive  
Walnut Creek, CA 94598

☒ **BY OVERNIGHT DELIVERY:** On the above-mentioned date, I enclosed the documents in an envelope or package provided by an overnight delivery carrier and addressed to the persons at the addresses shown above. I placed the envelope or package for collection and overnight delivery at an office or a regularly utilized drop box of the overnight delivery carrier with delivery fees paid or provided for.

☒ I am employed in the office of Jesse A. Cripps, a member of the bar of this court, and that the foregoing document(s) was(were) printed on recycled paper.

☐ **(STATE)** I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

☒ **(FEDERAL)** I declare under penalty of perjury that the foregoing is true and correct.

Executed on March 6, 2013.

/s/ Lucy C. Ragnelli  
Lucy C. Ragnelli